WR Grace

SR00000873

Bankruptcy Form 10

Index Sheet

Claim Number: 00015426

Receive Date: 03/31/2004

Multiple Claim Reference

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
- ☐ PDPOC Property Damage
- ☐ NAPO Non-Asbestos Claim Form
- ☐ Amended

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
- ☐ PDPOC Property Damage
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- ☐ Amended

Attorney Information

Firm Number: 00428

Firm Name: Eckert Seamans Cherin & Mellott Llc

Attorney Number: 00313

Attorney Name: Karen L Turner

Zip Code: 19102

Cover Letter Location Number: SR00000873

Attachments Medical Monitoring	Attachments Property Damage	Non-Asbestos
☐ TBD	☐ TBD	☐ Other Attachments
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
	☐ Other Attachments	

Other

- ☐ Non-Standard Form
- ☐ Amended
- ☐ Post-Deadline Postmark Date

Box/Batch: WRBF0051/WRBF0204

Document Number: WRBF010199

FORM B10 (Official Form 10) (4/98)

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor: Monroe Street, Inc.

Case Number: 01-1190

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Maryland Casualty Company

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name and address where notices should be sent:
c/o Karen Lee Turner, Esquire
Eckert Seamans, Cherin, & Mellott, LLC
1515 Market Street, 9th Floor
Philadelphia, PA 19102
Telephone number: 215-851-8400

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other See attached

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred: See attached

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ See attached

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $_____

Specify the priority of the claim:

☐ Wages, salaries, or commissions (up to $4,300),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
☐ Up to $1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(__)

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. (See attached)

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

WR Grace BF.51.204.10199
00015426
SR=873

Date: 3/29/04

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Karen Lee Turner, Esquire

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

REC'D MAR 3 1 2004

Attachment to Proof of Claim
Filed on behalf of
Maryland Casualty Company and its affiliates

Maryland Casualty Company on behalf of itself and certain of its affiliates and related Companies ("MCC") files this Proof of Claim (the "Claim") pursuant to a stipulation with W.R. Grace and its debtor-affiliates (the "Debtors") dated as of March 31, 2003 or as otherwise permitted by rule or law.

1. MCC and the Debtors are parties to four Agreements pursuant to which the Debtors are or may be obligated to indemnify, hold harmless and, in certain instances, defend MCC. The Agreements contain confidentiality provisions and are not attached hereto.[1]

2. As of the filing date the Debtors were not in default of their obligations under the Agreements. Since the filing of the bankruptcy petitions the Debtors have defaulted on certain obligations and as of the filing of this Claim MCC estimates it has expended and incurred liability and expense costs compensable under the Agreements.[2]

3. MCC maintains records of the underlying disputes subject to the indemnity provisions of the Agreements, which records are confidential. A list of these matters is available to the Debtors along with other records reflecting the covered expenses paid or incurred to date and will be provided to other parties in accordance with footnote 1.

4. MCC reserves the right to supplement or amend this Proof of Claim to include additional amounts related to the existing underlying disputes or additional matters which may arise in the future. MCC reserves the right to request an in camera estimation of claims but does not in this public filing predict the likelihood or magnitude of future expenditures.[3]

5. The filing of this Proof of Claim does not constitute a waiver of any forum selection clause contained in one or more of the Agreements, a waiver of governing law provisions, if any, contained therein, or a right to trial by jury or a submission to the jurisdiction of the Bankruptcy Court for any dispute relating hereto. MCC reserves all rights available to it and this Proof of Claim is not and shall not be construed as a waiver of any rights, claims or defenses available to it.

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[1] MCC believes that the Debtors have copies of the relevant Agreements, and will make copies available to other parties in accordance with the confidentiality provisions of the Agreements and subject to appropriate agreement or court order regarding confidentiality.

[2] In accordance with Third Circuit precedent MCC reserves all arguments that the amounts now due or to come due in the future constitute post-petition claims subject to recovery as an administrative expense claim and/or not subject to a discharge, if any, under the Bankruptcy Code.

[3] Nothing contained herein should be deemed to be an admission of liability in any now existing or hereafter arising underlying dispute on the part of MCC. MCC files this Proof of Claim to comply with the provisions of the Bankruptcy Code and Rules, and its stipulation with the Debtors and without admission of liability.

6. This Proof of Claim includes claims arising from underlying actions which could be characterized under different categories pursuant to the Bankruptcy Court's Order(s) establishing bar dates and forms of proofs of claims. However, some or all of MCC's claim is inherently contractual in nature and therefore this Proof of Claim is filed using Official Form No. B10. Utilization of the Official Form is not intended to be a waiver of any argument relating to the appropriate characterization of the Proof of Claim, or component parts hereof.

7. Pursuant to the Agreements the indemnifying party is generally defined as W.R. Grace & Co.-Conn. and all of its subsidiaries and successors, therefore this Proof of Claim is being filed in each of the affiliated bankruptcy cases.

8. This Proof of Claim also applies to any and all allegations made and/or where MCC is claimed to be liable in connection with complaints and/or any other action in various jurisdictions and states arising out of the operation of W.R. Grace & Co., including, inter alia, those operations where it is alleged that the claimant suffered injury, damages or loss as a result of those operations or otherwise resulting from the manufacture, processing, sale or other conduct concerning asbestos-containing products/operations.

9. In the event MCC incurs liability arising out of Grace's operations, and/or acts and omissions, Grace would, additionally or alternatively, be liable to MCC on common law and/or statutory grounds. MCC also reserves the right to assert such other or additional bases for contribution and/or indemnification or other relief, and also to seek appropriate other relief for claims arising post-petition. Nothing contained in this claim should be deemed an admission as to the liability of MCC for any claim asserted by others, or under any agreement or policy of insurance. MCC files this proof of claim reserving all of their rights under the Bankruptcy Code and without waiver of any position that they may be entitled to take, including without limitation that the creditors' claims for indemnity and/or contribution or other relief are and/or will be post-petition claims and/or that they are not within the ambit of the order setting a bar date for Non-Asbestos Claims. This claim should not be deemed a waiver or release of any rights and remedies available to MCC under applicable law.

ECKERT SEAMANS CHERIN & MELLOTT, LLC

1515 Market Street
Ninth Floor
Philadelphia, PA 19102
Telephone: 215.851.8400
Facsimile: 215.851.8383
www.escm.com

March 30, 2004

Boston

Haddonfield, NJ

Harrisburg

Morgantown, WV

Philadelphia

Pittsburgh

Washington, D.C.

Rust Consulting, Inc.
Claims Processing Agent
Re: W. R. Grace & Co. Bankruptcy
201 S. Lyndale Avenue
Faribault, MN 55021

Re: Monroe Street, Inc.
Case No. 01-1190

Dear Sir/Madam:

Enclosed herewith is an original and one (1) copy of a proof of claim to be filed on behalf of Maryland Casualty Company, along with a self addressed stamped envelope to return an acknowledgment of service.

Should you have any questions, please do not hesitate to contact me.

Cordially,

Karen Lee Turner /as

Karen Lee Turner

KLT:as

Enclosures

Karen Lee Turner
klt@ESCM.com
(215)851-8431